

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 54	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER MCC-14-RFP-0132	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MERLE PHILLIPS, PSC REP. MCC				b. TELEPHONE NO. (No Collect Calls)	
						8. OFFER DUE DATE/LOCAL TIME 09-19-2014	
9. ISSUED BY Millennium Challenge Corporation Contracts and Grants Management Division 875 15th St, NW Suite 200, phillipsmc@mc.gov Washington DC 20005				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO Millennium Challenge Corporation CGM 875 Fifteenth St., NW Washington DC 20005				16. ADMINISTERED BY Millennium Challenge Corporation Contracts and Grants Management Division 875 15th St., NW Suite 200 Washington DC 20005			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY Interior Business Center Interior Business Center M/S D-2773 7301 West Mansfield Avenue Lakewood CO 80235-2230		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		This solicitation is limited to Offerors who are identified as Economically Disadvantaged Woman-Owned Small Business. The solicitation seeks services to perform: Capacity Building and Early-Stage Project Planning for Public-Private Partnerships. (Use Reverse and/or Attach Additional Sheets as Necessary)		0			
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SERVICES TO BE PROVIDED

The Contractor shall provide consulting services to MCC for Capacity Building and Early-Stage Project Identification and Screening Services for Public-Private Partnerships (PPP).

B.2 CONTRACT TYPE

This Contract is a Time and Materials (T&M) contract type.

B.3 PRICING

The Offeror shall provide the necessary services to accomplish the requirements described herein and in accordance with the Statement of Work (SOW), which follows in Section C.

PRICE MODEL *

	Rate	Hours - Task 1	Hours - Task 2 (Travel Hours)	Hours - Task 2 (Report Writing)	Total
Period of Performance -Base Year					
CLIN 0001A - Direct Labor					
Labor Category					
Project Manager					
PPP Expert					
Project Finance Expert					
Legal Expert					
Engineer					
Sub-Total - Direct Labor					

Period of Performance -Base Year					
CLIN 0001B - Other Direct Costs	Description	Number of Units	Unit	Unit Cost	Estimated Total
Travel:					
International Airfare (Example)	Tanzania	2	Round Trip	\$4,000.00	\$8,000.00
Lodging/per diem					
Other Travel Expenses					
Miscellaneous					

Sub-Total – Other Direct Costs					
Total Base					

	Rate	Hours - Task 1	Hours - Task 2 (Travel Hours)	Hours - Task 2 (Report Writing)	Total
Period of Performance -Option Year 1					
CLIN 1001A - Direct Labor					
Labor Category					
Project Manager					
PPP Expert					
Project Finance Expert					
Legal Expert					
Engineer					
Sub-Total - Direct Labor					

Period of Performance -Option Year 1					
CLIN 1001B - Other Direct Costs	Description	Number of Units	Unit	Unit Cost	Estimated Total
Travel:					
International Airfare (Example)	Tanzania	2	Round Trip	\$4,000.00	\$8,000.00
Lodging/per diem					
Other Travel Expenses					
Miscellaneous					
Sub-Total – Other Direct Costs					
Total Option Year 1					

***Price quotations should represent the Offeror's best response to the RFP. The Offeror shall provide a separate "Pricing Notes" page for any deviation from labor categories, etc. which requires a written explanation.**

B.4 SCHEDULE

The Contractor shall furnish all personnel, travel and related costs, and other services required to provide services to the MCC in accordance with Section C, Statement of Work, and the terms and conditions contained herein. The labor

categories, fully burdened hourly billing rates (inclusive of direct labor, fringe benefits, applicable indirect costs and profit) and ODC burden rate(s), applicable under the contract shall be included below.

B.5 ADDITIONAL LABOR CATEGORIES

In the performance of this contract, it may become desirable to add new labor categories to Section B. In such cases, the Government may identify additional labor categories and the Contractor shall, in good faith, negotiate the hourly rates for the categories. Upon completion of such negotiation, the contract may be modified to add the new categories.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 INTRODUCTION

The Millennium Challenge Corporation (MCC) is a Federal Corporation created under Title VI of the Foreign Operation, Export Financing, and related Programs Appropriations Act, 2004. MCC is based on the principle that aid is most effective in countries that promote good governance, economic freedom, and investments in people. MCC provides large grants to a small number of eligible developing countries.

MCC's overriding objectives are to promote economic growth and reduction of poverty in our partner countries. MCC does not take for granted that programs will stimulate economic growth and will reduce poverty. MCC looks at likely distributive effects of projects and, to the extent that data are available to perform such analyses, identifies their beneficiaries and estimates their impact on poverty reduction. Ultimately, MCC seeks significant and measurable decreases in the numbers of poor people and significant reductions of poverty. In addition, MCC projects are implemented within a Compact period of five years. Further details on the MCC and its methodology may be viewed at <http://www.mcc.gov>. In particular, details of MCC's compact development process can be found at <http://www.mcc.gov/pages/countrytools/tools/compact-development>.

MCC requires services that will provide for the strengthening of skills, competencies and abilities within MCC and operational support services related to the early-stage identification/screening of potential projects and programs that might be delivered through private sector participation -- including through public-private partnerships (PPP), project/structured finance, sub-national finance, and other sorts of innovative financing mechanisms -- in partner countries.

C.2 BACKGROUND

Economic growth depends on access to reliable infrastructure and other key public services, which are typically lacking in developing countries. As a result, governments around the world have been looking to the private sector to help them supply and operate infrastructure projects and services for transportation, power, water/sanitation, public health and other services, recognizing that public sector investment budgets and donor resources are insufficient to meet the large investment needs, and that the private sector may be able to deliver, operate, and maintain such services more efficiently than can governments. Accordingly, PPP transactions with the private sector can be an important modality for funding and sustaining infrastructure projects and public services.

However, PPPs can be complicated, with numerous conceptual and structural issues to be resolved in the upstream enabling framework as well as the actual downstream PPP transaction execution stage. PPPs require certain pre-conditions. At the **country level**, these include: having a clear legal, policy and regulatory framework, institutional readiness to supervise PPP arrangements, and a favorable investment climate. At the **project level**, these include: strong partners; a secure and adequate revenue stream; and an efficient allocation and management of risks. For PPPs to succeed, governments must demonstrate political commitment, good governance, and the ability to manage complex contracts.

PPPs are not a panacea nor a one-size-fits-all solution. When compared with traditional public sector procurements, PPPs—under the right circumstances and a well-designed contractual structure—can: (1) offer value for money, when the private sector is able to deliver a public service of better quality for a given cost or lower costs for a given quality compared with the public sector; and (2) allow for greater innovation, transfer of skills and more efficient operations and maintenance. PPPs can also be an effective financing instrument to fill public/donor funding gaps in infrastructure.

With an optimal risk allocation between the public and private stakeholders, PPPs can help improve development outcomes by:

- Accelerating infrastructure and public service delivery;
- Reducing life-cycle costs for projects;

- Improving quality and cost-efficiency of service and maintenance;
- Leveraging private sector funding, competencies and knowledge transfer (e.g., management, technology, innovation), especially when public sector budgets are limited;
- Improving predictability and transparency of costs; and
- Introducing effective means for ensuring accountability, transparency and separation of roles between policy makers and productive functions.

For these reasons, working with the private sector in PPPs represents a strategic priority for MCC. However, in general, MCC and its partner countries have somewhat limited experience in transacting PPPs for various reasons. This is exemplified by that fact that MCC partner countries account for only 13.6 percent of the total number of PPP projects contained in the Private Participation in Infrastructure database, with much of the experience within MCC partner countries concentrated in a relatively small number of countries.¹ Moreover, MCC's operating model presents some additional challenges to completing PPP transactions. Nonetheless, MCC has facilitated some noteworthy PPP transactions such as in Jordan (wastewater), Benin (port), and El Salvador (rural power). Therefore, to deliver on MCC's strategic priority, MCC requires support to assist it and its country partners to:

- (1) Build capacity for identifying, preparing, conducting due diligence, and executing PPPs, including using project/structured financing approaches and viability gap funding in the capital structure of PPP projects; and
- (2) Identify, screen, and assess early-stage potential PPP transaction opportunities involving different sorts of contractual structures, such as Concession PPPs, Availability PPPs, Lease/Affermage PPPs, Performance-based Operations and Maintenance Contracts, Rehabilitate-Operate-Transfer PPPs, and Output-based Aid.

Such early-stage PPP transaction opportunity scoping is intended to help inform future decisions related to MCC program development and design, and to provide the basis for later-stage PPP project development phases of work. The later-stage project preparation and development work would be the subject of separate consultancies, which would include: (i) a more detailed evaluation of the technical, financial, commercial viability of the candidate PPP projects for potential development, tender and implementation, together with the institutional aspects of bringing PPP projects to market; and (ii) downstream transaction advisory services associated with bringing PPP projects to market and successfully reaching closure.

C.3 SCOPE

The Contractor shall assist MCC in capacity building, development of knowledge products, and/or scoping/assessments of PPPs to ensure best practices in program design and potential transaction structures. The Contractor may be asked to assist with projects that contemplate various forms of private sector participation, including but not limited to performance-based service and management contracts, output-based aid, cash-on-delivery, leases/affermage, concessions/availability PPPs, rehabilitate-operate-transfer, project financings, and sub-national finance.

C.4 TASKS

Task 1: Building capacity for executing PPPs within MCC:

The Contractor shall familiarize itself with MCC's operations, staff profiles and existing tools/resources. Based on this, the Contractor shall develop training materials, workshops, and practical knowledge products for specific sectors that can

¹ MCC Compact and Threshold partner countries account for 788 projects out of a total of 5,808 projects listed in the PPI database over the 1990-2012 period, with five countries (Philippines, Indonesia, Peru, Georgia, and Ukraine) representing 51 percent of the total of MCC country partner total. <http://www.ppiaf.org/page/knowledge-center/private-participation-infrastructure-database>

assist MCC and its partner countries to improve the upstream enabling environment for PPPs as well as to identify, prepare, develop, structure, tender, award, and implement downstream PPP transactions. As part of this process, the Contractor shall also review and comment on draft PPP-related guidance currently under development by MCC and be prepared to document global lessons learned from PPP modalities. Specific requirements would be detailed in discrete Task Orders following award.

Task 2: Project identification and screening:

The Contractor shall work with MCC and its partner countries to identify projects with strong PPP potential, with a focus on countries that are currently developing compact and threshold programs such as Benin, Lesotho, Liberia, Nepal, Sierra Leone, and Tanzania, as well as other potential MCC partner countries. This would include input into the Investment Opportunity Process and helping MCC to co-create with its partner countries preliminary concept notes/papers for potential MCC funding, with a view to: (i) helping to establish an initial notional “Business Case” for delivering the project through a PPP contract modality; and (ii) establishing budgets for subsequent project preparation and execution. Notional early-stage project screening activities to identify and develop potential PPP transaction to a “Concept” stage might include, but not be limited to:

- Assessment of legal and regulatory framework, including identification of constraints within the legal, institutional, and regulatory framework that should be mitigated in order for the project to deliver the best value for money;
- Assessment of Government’s PPP policy and program, if any;
- Stakeholder and political economy assessment, including the need for building consensus for PPPs as a service-delivery mechanism, and the identification of potential winners and losers (e.g., incumbents, vested interests, labor etc.);
- Facilitating consultations with key stakeholders and conducting workshops to ensure government understanding of and buy-in to potential PPP approaches;
- Institutional assessment, including roles, responsibilities, and capacities of key ministries and their readiness to develop, tender, negotiate, and supervise PPP contracts;
- Preliminary screening analysis and justification for using PPP modalities, to include value for money (VfM) considerations, based on quantitative and qualitative approaches such as financial models and other assessments, and multi-criteria analyses (under which VfM is one criterion) for the government together with an analysis of the various alternative contracting options considered;
- Description of conditions and project characteristics best suited to the various PPP contracting modalities and development of a methodology to screen the projects against these characteristics to, in turn, identify the preferred contracting modality;
- Identification of key ingredients for commercial sustainability, including the underlying source of revenue/payment streams for the project sponsors, and whether the project is likely to be able to attract high-quality sponsors;
- Preliminary analysis to assess potential project affordability to both government and end users if the project is to be delivered as a PPP instead of a public project;
- Development of a preliminary financial model, including notional capital expenditure and operating costs;
- Preliminary notional PPP project risk assessment and allocation;
- Assessment of the country’s contract law and dispute resolution mechanisms;
- Preliminary assessment of potential bankability of the PPP project, including creditworthiness of counterparties, potential credit enhancements needed to reach financial closing, etc.;
- Preliminary analysis of fiscal management issues, including assessing the government’s ability and willingness to provide potential credit support enhancements, measurement and management of government’s potential

direct/contingent liabilities and risks in a prudent manner, as well as input on other government budget process considerations related to the project;

- Assessment of the strength, capacity and appetite of the private sector financial institutions to finance PPP-based project delivery schemes;
- Analysis of the experience and capacity of the private sector engineering and construction companies in-country to deliver large-scale construction programs by themselves or in association with joint venture partnership with international firms;
- Assessment of the ability of in-country and international firms to deliver on operations and maintenance and other performance-based service delivery mechanisms under PPP arrangements;
- Developing Terms of Reference (TORs) to procure Transaction Advisors and other project-related consultants that MCC and its partner countries may subsequently need for later-stage transaction support;
- Establishing initial notional budget estimates for project preparation and execution in order to arrive at financial closing;
- Assessment of capacity building needs for government partners to oversee the implementation of projects that are delivered under PPP schemes;
- Providing an overview of key issues related to subsequent project preparation and due diligence necessary for the ultimate success of the identified PPP transaction(s) and institutional support program; and
- Other advice to MCC and/or partner countries as required.

C.5 DELIVERABLES

The Contractor shall provide documents and reports prepared and submitted in accordance with the Section F or as requested in a technical directive.

C.6 TRAVEL REQUIREMENTS

The minimum expected travel requirements for the Contractor are as follows:

- Meetings at MCC Office in Washington D.C. (Key Personnel or a subset thereof, only);
- Kick-off meeting: month 1 of Contract;
- Training/workshop under Task 1: as identified by MCC in Task Orders;
- Field Missions: as identified by MCC in Task Orders. For budgeting purposes, during the Base Year, MCC is assuming that the Contractor will be required to send two people on trips of 10 days' duration to six MCC partner countries, with the Contractor traveling economy class. During the Option Year, it is expected that travel requirements would be lower and that only one person from the Contractor's team would need to travel on field missions.

The Contractor will be responsible for all logistical needs in-country.

C.7 RESOURCES REQUIRED

C.7.1 Key Personnel:

The Contractor shall demonstrate the ability to mobilize an interdisciplinary team of subject matter experts to execute the range of potential services required under this contract. The following personnel are hereby considered essential to the work being performed hereunder, and shall be designated as Key Personnel, although Offerors can propose personnel who can cover multiple categories as long as the range of labor categories below is covered in their proposals:

Labor Category

- Project Manager
- PPP Expert
- Project Finance Expert
- Legal Expert

C.7.2 Non-Key Personnel:

The Contractor shall demonstrate the ability to mobilize a team of engineers to support potential PPPs in a variety of infrastructure sub-sectors, including transportation, power, water, agriculture/irrigation, and vertical structures. The actual engineering expertise requirements would be specified in future Task Orders, as and when specific needs are identified by MCC.

Accordingly, the following experts are considered non-key personnel:

- Road Engineer
- Port/Sea Port Airport Engineer
- Railroad Engineer
- Power Engineer
- Water/Wastewater Engineer
- Vertical Structures Engineer
- Irrigation Engineer

Offerors should propose hourly rates for additional services, as needed.

C.7.3 MINIMUM PERSONNEL SKILLS REQUIREMENTS

(i) Project Manager:

Minimum of 15 years' experience in implementing PPP projects in developing countries. Project Manager can double up as the one of the other labor categories listed under Key Personnel. Project Manager must have an advanced degree in business, finance, economics, engineering, law, accountancy, or law. Project manager must be fluent in English.

(ii) PPP Expert:

Minimum of 15 years' experience in implementing PPP projects in developing countries. PPP Expert must have an advanced degree in business, economics, engineering, law, accountancy. PPP Expert manager must be fluent in English.

(iii) Project Finance Expert:

Minimum of 15 years' experience in project and structured financing related to PPP projects in developing countries. Project finance expert must have an advanced degree in business, finance, economics, engineering, accountancy, or law. Project finance expert must be fluent in English.

(iv) Legal Expert:

Minimum of 15 years' of experience in PPP projects in developing countries, including experience with complex international project finance transactions. Legal expert must have advanced degree in law and be fluent in English.

(v) Engineers:

Minimum of 15 years' experience in engineering, construction and operations of infrastructure projects in developing countries, and 10 years' of experience with PPPs in developing countries. Engineer must have advanced degree and be fluent in English.

SECTION D - PACKAGING AND MARKING

Unless otherwise specified, all deliverable items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Where special or unusual packing is specified, such packing details must be the subject of an agreement independently arrived at between the Government and the Contractor.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.246-6	Inspection – Time and Material and Labor Hour	MAY 2001

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The Contract will include a Base Period of one year (12 months) followed by one (1) Option Year. While the Contract will be awarded for the Base and an Option year, **the execution of any of the option years (OY1) is at the sole discretion of MCC to be decided by MCC prior to expiration of the active period of performance.**

The overall anticipated period of performance for the Base Period is from about September 2014 through about September 2015.

F.2 MCC TECHNICAL DIRECTION

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), and any Government Project Monitors, (PM), who shall be specifically appointed, and responsibilities identified, by the Contracting Officer in writing in accordance with MCC policy. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract, and any resulting Task Order.

(b) The COR/Government PM does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract/Task Order cost, the fixed fee (if any), or the time required for contract/Task Order performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract/Task Order; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract/Task Order.

(c) Technical direction may be oral or in writing; however, the COR or government PM shall confirm oral direction in writing within five workdays.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR or PM in the manner prescribed by this clause and within the COR's/PM's authority. If, in the Contractor's opinion, any instruction or direction by the COR/PM falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 workdays after receiving it (either orally or in writing, whichever comes first) and shall request the Contracting Officer to take action as described in this clause. Upon

receiving this notification, the Contracting Officer shall either issue an appropriate contract/Task Order modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract/Task Order and does not constitute a change under the changes clause of the contract/Task Order, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract/Task Order and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR/PM shall be at the Contractor's risk.

F.3 PERFORMANCE LOCATION AND LOGISTICS

The Contractor shall perform the tasks under this Statement of Work at the Contractor's own facilities, in Washington, DC, and/or in MCC partner countries.

While this does not preclude Offerors from using experts based elsewhere, preference may be given to Contractors that have offices and personnel in close proximity to Washington, DC, given that this scope of work contains limited budget for travel to Washington, DC.

F.4 TRAVEL, ESTIMATED TRIPS, AND LEVEL OF EFFORT

The expected travel and estimated level of effort by labor category under this Statement of Work are as follows. MCC reserves the right to modify these locations, durations, and/or to exclude any of the specialists, as required by MCC. MCC may request in advance that the in-country duration for specific deployments be extended for up to two (2) weeks each, if needed by MCC.

Base Year – September 2014 to September 2015

Level of Effort:

Position	Task 1 Hours	Task 2: Travel Hours	Task 2: Report Writing/ Other Hours
Project Manager	8		40
PPP Expert	106	480	160
Project Finance Expert		480	160
Legal Expert			80
Engineer			80

Totals	114	960	520
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Travel:

Countries	No. of person trip	No. of days per trip	Total Travel Hours
Tanzania	2	10	160
Sierra Leone	2	10	160
Lesotho	2	10	160
Liberia	2	10	160
Nepal	2	10	160
Benin	2	10	160
Other – Optional Tasks: Honduras Guatemala (Do Not Price)	TBD	TBD	TBD
Total	12	60	960

Option Year 1: September 2015 to September 2016

Level of Effort:

Position	Task 1 Hours	Task 2: Travel Hours	Task 2: Report Writing/ Other Hours
Project Manager	1		20
PPP Expert	16	336	250
Project Finance Expert			80
Legal Expert			40
Engineer			40
Totals	17	336	430

Travel:

Countries	No. of person trip	No. of days per trip	Total Travel Hours
Tanzania	1	7	56
Sierra Leone	1	7	56

Lesotho	1	7	56
Liberia	1	7	56
Nepal	1	7	56
Benin	1	7	56
Other – Optional Tasks: Honduras Guatemala (Do Not Price)	TBD	TBD	TBD
Totals	6	42	336

F.5 SUMMARY OF DELIVERABLES

The Contractor shall provide reports, training materials, knowledge products, and other capacity building resources addressing the areas detailed in Sections entitled “Scope” and “Tasks” in Section C (above) (when needed). Notional deliverables might include, but not be limited to:

- Training materials, knowledge products, and workshops;
- Project justification for PPP contracts;
- Assessment of critical path issues to project implementation;
- Preparation of PPP project preparation plans and budgets, including identifying critical path items;
- Project/program design recommendations – including budgets, timelines, and resources – for developing and implementing MCC compact/threshold programs;
- Recommendations on required actions and sequencing of interventions needed to strengthen the enabling environment, institutional capacity, and necessary project-related conditions for PPPs, together with the MCC partner country governments’ and MCC’s capacity to develop and implement them;
- Preparation of TORs for Transaction Advisors and other project-related consultants to assist MCC partner country governments in structuring and procuring the PPPs;
- Preparation of TORs for MCC to hire due diligence contractors for the PPPs; and
- Other advice, reports, and deliverables as needed on an ad hoc basis.

All reports are to be submitted in English, by electronic copy using WINDOWS-based MS-Office 2013 products including WORD for text, data tables in EXCEL, MS Project for work plans, and appropriate MS-Office 2013 programs for exhibits. Digital photo files should be submitted in JPG format. Presentations should be prepared with PowerPoint. All work files shall be submitted to MCC along with PDF files.

The Contractor will establish and maintain a comprehensive reference index of all relevant documents reviewed by the Contractor. Any and all such documents made available and collected by the Contractor will be compiled in usable form and delivered in an organized fashion to MCC at the end of the task order.

Reports and other deliverables will be evaluated according to the following criteria:

- Thoroughness and timeliness in complying with all of the elements in the tasks specified, including any comments received on draft deliverables;
- Quality and clarity of analyses and work produced; and

Timeliness and efficacy of communications with relevant counterparts at MCC as well as MCC partner country government agencies and stakeholders.

SECTION G - CONTRACT ADMINISTRATION DAT

G.1 MCC 52.201-70 Contracting Officer's Representative (COR) and/or Project Monitor (PM) (JULY 2012)

(a) The Contracting Officer may designate a Government representative to act as the Contracting Officer's Representative (COR) or Project Monitor (PM) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COR and/or PM and the Contractor. The designation letters will set forth the authorities and limitations of the COR and/or PM under the contract.

(b) Modifications to this contract are effective only if reduced to writing and executed by the Contracting Officer. The Contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the Contracting Officer. The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 MCC 52.232-70 INVOICE INSTRUCTIONS (MAY 2013)

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit each invoice electronically via email or fax to the following:

Fax: 303.969.5151/7281 ATTN: MCC Payments, or

Email: MCC_Accounting_NBCDENVER@nbc.gov, or

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

▪ **Interior Business Center**

M/S D-2773

7301 West Mansfield Avenue

Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect, the invoice may be revised by the Government, or the contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

(1) Name, address and telephone of the Contractor

(2) Date of invoice and invoice number

(3) Contract number (including task order or call number and contract line item(s)) also modification number, if applicable

(4) Description (quantity, unit of measure, unit price, and extended price) of the supplies/services rendered (including hours incurred and billing rate, as applicable to the contract)

(5) A schedule depicting the following information:

Amount Invoiced This Period	Cumulative Amount Invoiced	Authorized Value of Contract	Balance Remaining on Contract

If the contractor is billing for costs incurred over more than a single month, the costs for each month in which the costs were incurred and shall be segregated into the month they were actually incurred.

(6) Name of Contracting Officer's Representative (COR); and

(7) Signature of authorized representative of the firm with the following invoice certification:

"The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY: _____

TITLE: _____

DATE: _____

Inquiries regarding the status of invoices may be directed to NBC Accounting. The email address is:
MCC_Accounting_NBCDENVER@nbc.gov.

G.3 MCC 52.245-70 CONTRACTOR ACQUIRED MCC GOVERNMENT PROPERTY OVERSEAS (JULY 2012)

Property and equipment (hereafter stated "property") that MCC Contractors (other than Personnel Service Contractors) acquire and for which they receive MCC reimbursement through the invoice process is Government (MCC) owned property. Government property is to be used, monitored, and inventoried in accordance with FAR Part 45, Subpart 45.5 Management of Government Property in the Possession of Contractors, as well as MCC Policy 350, "Policies and procedures on Property, Plant, and Equipment." The contractor should start a running property inventory as soon as it begins to procure property and equipment the cost of which is charged back to the Government. The Contractor shall furnish a copy of such inventory to the COR semi-annually or at least as the contract is in its final stages of completion if its duration does not exceed six months. Mandatory fields on the inventory include: The Contractor's Name; the Contractor Number; the Country Location and address location; a description of the item with model number serial number, and manufacturer; the acquisition date and cost; the Quantity; the expected life; and its condition at the time of the report. The contractor is responsible for removing US Government identification from property that is to be abandoned.

(End of Clause)

G.4 QUALITY ASSURANCE

The Contractor shall have in place and maintain a Quality Control Plan (QCP) that covers, as a minimum, how the Contractor intends to meet the requirements of all performance objectives, monitor and proactively manage task order requirements. It shall also include the mechanism by which the Government will be notified of performance related incidents that are likely to affect quality of services or impact mission accomplishment. The Contractor shall provide a copy of its QCP to the COR within 15 days of the effective date of task order award. Any proposed changes to the QCP shall be provided to the Contracting Officer for review and comment no later than 10 working days prior to the effective date of the proposed changes.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 MCC 52.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (JULY 2012)

Work under this contract may call for the Contractor to furnish important services in support of the design or feasibility of specific activities that may become part of a Millennium Challenge Corporation (MCC) Compact. In accordance with the principles of FAR Subpart 9.5, THE CONTRACTOR MAY BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE; THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT. If a determination is made that the contractor is ineligible for implementation services, the MCC Managing Director of Contracts and Grants Management may authorize a waiver (in accordance with FAR 9.503) if the Director determines that preclusion of the Contractor from the implementation contract would not be in the Government's best interest.

(End of clause)

H.2 CONFLICT OF INTEREST

The Contractor will be precluded from bidding on further project preparation and development work and services (e.g., subsequent project development, design, construction, and supervision) that may follow on from the specific activities under this scope of work, including downstream activities which may be procured by MCC or designated MCC partner country project implementers using funds provided by MCC for program preparation or advanced under the Compact with MCC, unless the contractor submits a mitigation plan sufficient to ameliorate any conflict of interest pursuant to the rules applicable to the procurement process.

(End of clause)

H.3 MCC 52.232-72 LIMITATION OF FUNDS – INCREMENTALLY FUNDED CONTRACTS (NOV 2006)

(a) Of the total price in Section B (or the "Prices" section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until the date specified in Section B, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date for which incremental funds is provided.

(2) If, after notification is provided pursuant to paragraph (c)(1) of this clause, additional funds are not obligated, or an earlier date than the date in Section B of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(1) of this clause regarding any additional funds obligated.

(e) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(f) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

(End of clause)

Note: When using the above clause, MCC52.232-72, the following language must be included in Section B to accompany the clause:

In accordance with clause MCC52.232-72, "Limitation of Funds – Incrementally Funded Contracts," funds in the amount of [fill in amount] have been allotted to this contract. It is contemplated that funds now obligated under this contract will cover the work to be performed until [fill in date]. The Contractor shall not perform work on the contract which exceeds the total amount actually allotted by the Government to the contract. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract. The contractor assumes the risk for any increased costs beyond what the Government obligates.

H.4 MCC 52.232-73 Travel Reimbursement (MAY 2013)

Policy. When authorized as part of the Scope of Work on this contract/order and within the contract/order ceiling and as approved by the Contracting Officer's Representative (COR) and/or other MCC officials as described below, travel expenses incurred in performance of technical directives issued under this contractor/order may be reimbursed as allowed by the Federal Travel Regulations (FTR) in effect at the time of travel. MCC's supplemental policy interpretations are derived from the FTR and cannot grant additional benefits or adjust processes defined in the FTR. Supplemental policies of MCC set forth below:

a) Traveler Responsibilities. All contractor travelers must:

- 1) Exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business;
- 2) Travel in accordance with the FTR and the MCC policies included in this document; and
- 3) Pay any charges or fees associated with non-compliance of FTR or any MCC policies included in this document, and any expenses incurred for personal convenience. For example, the traveler may become personally responsible for travel costs associated with unauthorized use of other than coach class accommodations, failing to follow the Fly American Act requirements, exceeding per diem rates, changing departure or return flights, purchasing unapproved items, etc. regardless of the fact that travel arrangements may have been booked by others (e.g., Travel Agency).

b) Cabin Class Standards

- 1) The standard cabin class for contractor air-travel is coach class, regardless of destination or travel time.

2) Coach “premium” class may be authorized for destinations which have a travel time of more than 14 hours, consistent with the Federal Travel Regulations and the approval standards outlined in paragraph (f) of this document.

3) Business class travel accommodations will NOT be authorized except as determined through the approval process outlined in paragraph (f) of this document. This approval process is considered to be exceptional, to be part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time.

c) Airlines and Flights. In accordance with the Fly America Act, contractors must use a U.S. flag air carrier service for all travel funded by the government beginning or ending in the U.S. unless a specific exemption to the “Fly America” rule applies. Flights on U.S. air carrier pairings with foreign carriers (i.e., code share flights) are regarded as meeting Fly America requirements if the ticket is issued on the American carrier and there is an American carrier flight number.

d) Limitations. Travel reimbursement, which is part of ODC, shall not exceed the authorized ODC amount on the contract. To be reimbursable, the travel expenses must be:

- 1) Allowable under the FTR and the provisions of this contract/order and associated technical directives;
- 2) Approved prior to travel expenditure by the COR; and
- 3) Allocable and necessary for performance of this contract/order and associated technical directives.

e) Reimbursement Requests. Travel reimbursement requests must be submitted in sufficient time for the COR to give prior approval, and must identify:

- 1) The name of the traveler.
- 2) Destination (s) including itinerary.
- 3) Purpose of the travel; and
- 4) Cost breakdown.
- 5) To be reimbursed, invoices including travel expenses must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all travel expenses invoiced when the expenditure is \$75.00 or more. MCC reserves the right to request evidence of any travel expense paid.

f) Approvals. All travel expenses, including rental cars, must be approved by the MCC COR in writing in advance of booking any travel and incurring travel expenses. The following expense types require additional MCC pre-approvals beyond that of the COR. These additional approvals and associated justifications will be documented in writing:

- 1) Business class

Business class travel is considered to be exceptional, to be determined as part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time. To reflect the exceptional nature of this approval, the justification for use of business class must be prepared by the COR and approved in writing by the relevant Managing Director or Deputy Vice President of the organization requesting the contractor to travel. The single exception to requiring this justification and approval for every trip in question is when a State Department approved medical accommodation has been granted. In this case, the approval of the COR and the Contracting Officer only is required after verifying that the medical accommodation is effective for the trip in question and that sufficient funds are available. All justifications must verify that the contractor is required to report for duty the following day or sooner, that the travel time for the trip is at least 14 hours, and that a rest stop will not be taken en route. For audit purposes, all justifications and approvals to this effect must be retained by the COR and the contractor until contract closeout at which point all documentation must be provided to the Contracting Officer for incorporation in the contract file. Below are possible justifications supporting these exceptional requests:

- A) Medical accommodation – MCC has engaged the services of the U.S. Department of State’s Office of Medical Services (MED/DP) for adjudication on requests for medical accommodations due to disability. MCC will facilitate this process but will not adjudicate disputes or appeals in connection with these requests. If the Department of State’s policies for reviewing these requests changes, MCC will be responsible for notifying contractors of the change but will not be responsible for providing an alternative for medical accommodation requests. For detailed procedures see page 34, Attachment: Medical Accommodation Procedures.
- B) Sanitation/Health – Coach accommodations on an authorized/approved foreign air carrier do not provide adequate sanitation or health standards.
- C) Savings – Flying in non-coach status would involve significant cost savings to MCC when compared to the lowest price non-refundable or restricted coach class fare.
- D) Availability - No space is available in coach-class accommodations in time to accomplish the mission, which is urgent and cannot be postponed. (Note: this justification should not be used based on the lack of advanced planning by the contractor or the COR).
- E) Security – Exceptional security circumstances require other than coach-class airline accommodations.
- F) Mission critical agency requirement – circumstances in which a critical agency priority or project will incur delay or degradation without the intervention of a contractor and that intervention urgently requires other than coach class ticketing.

2) Coach “premium” class

Must be approved by the COR, subject to the availability of funds on the contract/order, and:

- A) The origin and/or destination are OCONUS; and
- B) The scheduled flight time including non-overnight stopovers and change of planes, is in excess of 14 hours. Scheduled flight time is the flight time between the originating departure point and the ultimate arrival point including scheduled non-overnight time spent at airports during plane changes. Scheduled non-overnight time does not include time spent at the originating or ultimate arrival airports. And;
- C) The contractor is required to report to duty the following day or sooner; and
- D) The contractor does not take a rest stop en route or a rest period upon arrival at the duty site.

3) Rest Stops – must be approved by the COR and cannot exceed 24 hours.

NOTE: Travelers may upgrade flight accommodations at their own expense or through the use of frequent flyer miles if the coach airfare is upgradeable at no extra cost to MCC.

(End of clause)

H.5 MCC 52.232-74 ODC REIMBURSEMENT (JAN 2007)

Other Direct Charges (ODCs) will be reimbursed for direct costs as provided in the contract and/or task order. To be reimbursed, invoices including ODCs, must provide a detailed breakdown of the actual expenditures invoiced. The contractor shall maintain the original or legible copy of receipts for all ODCs invoiced. MCC reserves the right to request evidence of any ODC reimbursed. To assure timely reimbursement of ODC’s, the contractor is strongly encouraged to submit charges within 45 days of the expense.

(End of clause)

H.6 MCC 52.243-70 INCREASE IN SERVICES (OCT 2006)

The services described in Sections B and C (statement of work) represent the Government's best estimate for known requirements at this time. However, due to the uncertainty of the work, the Government reserves the right to add or delete services if the need arises.

H.7 KEY PERSONNEL

The Contractor must provide and maintain all Key Personnel. Any changes are subject to prior approvals by MCC in accordance with the appropriate U.S. Government regulations.

The Contractor shall provide resumes of Key Personnel for individual task orders. All personnel identified in a task order under this contract as Key Personnel are considered to be essential to the work being performed hereunder. Before changing an individual identified as Key, the Contractor shall notify the Contracting Officer in no less than 15 business days and will submit written justification as to the reason for substitution. Substitution within the first 90 days will only be considered for reasons of illness, death, or termination of employment. The Justification must include the name and qualifications of the proposed substitute(s). The proposed substitute(s) will possess qualifications equal to or superior to those of the Key person being replaced. The Contractor shall not substitute Key personnel without written consent from the Contracting Officer. No change in fixed unit prices may occur as a result of key personnel substitution. The key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add or delete personnel, as appropriate, provided that the contracting officer may ratify, in writing, such diversion and such ratification shall constitute the consent of the contracting officer. Substitutions of Key Personnel shall be equal to or have greater qualifications than the personnel being replaced.

(End of clause)

H.8 MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012)

All contractor employees or independent contractors engaged in this contract shall provide a non-disclosure agreement as follows signed by the individual contractor/consultant and, if a contractor employee, by the contractor's contract administrator:

NON-DISCLOSURE AGREEMENT

I, _(contractor employee's name) do solemnly swear (or affirm) that I will not divulge any information, whether obtained orally or in writing from, or data maintained by (Confidential Information) the Millennium Challenge Corporation (MCC) to any unauthorized person for any purpose. I will not directly or indirectly use, or allow the use of Confidential Information for any other purpose other than that directly associated with my officially assigned duties for MCC.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any (Confidential Information), except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of law and this Agreement.

Company or Subcontractor

Understand that authorized persons refer only to persons assigned to a project requiring access to Confidential Information or directly in the line of management over the project requiring access to the data.

[signatory]

Contract Administrator

Date

(End of clause)

SECTION I – CONTRACT CLAUSES

I.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2014) ALTERNATE I (MAY 2014)

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.*

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor

has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall

also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the

contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

ADDENDUM to FAR 52.212-4 Contract Terms and Conditions—Commercial Items

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.2 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB 2012
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY 2011
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY 2012
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-1	TYPE OF CONTRACT	APR 1984
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.216-25	CONTRACT DEFINITIZATION	OCT 2010
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION	FEB 2007
52.217-5	EVALUATION OF OPTIONS	JULY 1990
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM— TARGETS	OCT 2000
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222.40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL 2012
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN – REPRESENTATION AND CERTIFICATION	NOV 2011

52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232.13	NOTICE OF PROGRESS PAYMENTS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-16	PROGRESS PAYMENTS ALT I (MAR 2000)	AUG 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	JUL 2002
52.233-2	SERVICE OF PROTEST	SEP 2006
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	OCT 2010
52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB 1998
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed twenty-four (24) months.

(End of Clause)

I.5 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)

(a) *Definitions.* As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [x] is, [] is not a small business concern under NAICS Code assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

I.6 MCC 52.242-70 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) REGISTRATION (AUG 2011)

The Millennium Challenge Corporation (MCC) utilizes the Contractor Performance Assessment Rating System (CPARS) to evaluate contractor performance (see FAR, Subparts 42.1502 and 42.1503). Contractors doing business with MCC are required to register in CPARS accessible via the Internet at: <http://www.cpars.csd.disa.mil/cparsmain.htm>. An evaluation of contractor performance using the CPARS is mandatory for all contract actions exceeding \$150,000, but may be conducted for contract actions lower than that amount should significant events occur such as a contract termination or extraordinary contract performance by the contractor. Inquiries regarding the registration process should be addressed to the CPARS help desk. The email address is WEBPTSMH@NAVY.MIL and the telephone number is (207) 438-1690.

(End of Clause)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 GENERAL INFORMATION REQUIRED TO PREPARE PROPOSALS

Offerors must provide comprehensive information on all pertinent aspects of the effort being offered to enable the Government to evaluate the Offeror's understanding of, and capability to meet all the stated requirements covered in the Statement of Work (SOW). The Offeror shall provide sufficient detail to substantiate the validity of all stated claims. Further, the Offeror shall indicate that it shall comply with each requirement of the solicitation and shall explain how compliance is achieved. Clarity, completeness and conciseness are essential, and the overall breadth and depth of the proposal shall be evaluated in the context of being representative of the Offeror's capabilities. Data previously submitted, or presumed to be known, i.e., previous projects performed for Millennium Challenge Corporation (MCC), cannot be considered unless such information is provided. Responses must adequately address specific solicitation requirements, and be responsive to the terms and conditions of the solicitations. Statements such as "the Offeror understands," "the Offeror has a long history of outstanding support", along with responses that paraphrase the solicitation, are considered inadequate. Phrases such as "standard procedures shall be employed" or "well known techniques shall be used," without a specific Government or industry reference, shall be considered inadequate and unsatisfactory.

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offeror shall acknowledge receipt of each amendment in the cover letter. Acknowledgement of SOLICITATION amendments issued after proposal submission will be made as specified in the amendment(s).

L.2 OFFERORS' SUBMISSION INSTRUCTIONS

L.2.1 Submittal Format

The electronic proposal shall be prepared so that if the proposal is printed it meets the following format requirements:

- 8.5 x 11 inch paper, with the exception of charts (such as MS-Project) that can be presented on folded 11 x 17 pages, if needed
- Single-spaced typed lines, including figures glossaries
- 1 inch margins
- 12-point (Times New Roman font) in the text and
- 10-point (Times New Roman font) for all tables
- In Microsoft Word and Excel software
- All proposal pages must be numbered

L.2.2 Electronic Copy Submission

For electronic copies via email, please submit to Merle Phillips, Sr. Contract Specialist, at phillipsmc@mcc.gov.

- a. The electronic text shall be in Microsoft Word 2010 (.doc or .docx), uncompressed files. A directory identifying the file names and contents of each file shall accompany the submission. The price information shall be submitted as a separate file.
- b. The electronic versions of spreadsheets shall be in Excel 2010 (.xls or .xlsx) format. The electronic spreadsheets shall not be compiled or password protected. All cells and formulas shall be visible, and unprotected. Offerors shall not establish links within these files.
- c. All proposal data (e.g., graphs, figures, tables) shall be in a format capable of being highlighted, copied, and pasted into another application using any standard Windows software.

L.2.3 Submittal Deadline

Responses shall be received no later than **2 PM EST, Friday September 19, 2014.**

L.2.4 Questions Regarding Solicitation

Questions regarding this solicitation should be addressed to phillipsmc@mcc.gov. The closing time for submission of questions during the proposal preparation period is **2PM EST, Wednesday September 17, 2014.** TO ASSURE TIMELY AND PROPER HANDLING, QUESTIONS AND SUBMITTALS SENT ELECTRONICALLY SHALL STATE “MCC-14-RFP-0132, Capacity Building and Early Stage Project Planning for Public-Private Partnerships”, IN THE SUBJECT LINE.

L.3 PROPOSAL PREPARATION & INSTRUCTIONS

Proposals shall be submitted in three volumes: Volume I – Technical Capability, Volume II – Past Performance, and Volume III – Price. (NOTE: Volumes I and II can be combined)

L.3.1 Volume I – Technical Capability

Offeror should submit a technical proposal of **no more than ten (10) pages**. Charts, graphs, resumes and CVs of Key Personnel may be included in an appendix to the 10 page technical proposal without a page limit.

The technical proposal shall address the requirements in Section C of this Request for proposal and will be evaluated on the criteria listed in Section M of this solicitation. **Pricing information must not be included in any part of the Volume I.**

This section shall demonstrate the Offeror’s understanding of the requirements and provisions of the Statement of Work (SOW) and the problems to be resolved, and the Offeror’s technical approach to satisfying the needs and desires of the Government as reflected in the solicitation. As well, it must contain a complete and detailed plan for achieving the objectives, analyses, and tasks which are included in this solicitation. The MCC will evaluate the text of the written proposal for firm evidence that the Offeror understands the requirements for quality work, including appropriateness of style, grammatical correctness, and data integrity for the writing necessary for the project.

To the extent that additional personnel representing other disciplines are needed to carry out any of the tasks outlined in the Statement of Work, Offeror must present for MCC's approval both the qualifications and billing rates for such new personnel.

For each position proposed, responses shall include a description of the professional and technical qualifications necessary for satisfactory performance of required services under this task order; specialized experience and technical competence in the type of work outlined in the SOW.

L.3.2 Volume II - Past Performance

The Offeror shall provide three (3) examples of relevant contracts or task orders similar in size, scope, and complexity to the Statement of Work, performed as a prime contractor or subcontractor within the past three years of the date of this solicitation. The Customers must respond by using the Customer Past Performance Survey Form (Attachment 4).

The Offeror shall also provide **current telephone numbers and e-mail addresses** of the clients' representatives for each referenced contract. If MCC is unsuccessful in contacting the clients' representatives for a project listed by a proposal, MCC reserves the right, at its sole discretion, to exclude such information from the technical evaluation of the respective Offeror's proposal.

The Offeror shall provide a meaningful narrative of its experience in the listed projects/activities. MCC shall consider the information provided, as well as information obtained from other sources relevant to the evaluation of Proposal's past performance in similar, relevant projects in the last five years. MCC reserves the right, at its sole discretion, to contact these and other references as appropriate to verify Offeror's past performance. There is no page limit for the Past Performance volume. **Pricing information must not be included in any part of Volume II - Past Performance Volume.**

L.3.3 Volume III – Price/Business Proposal

The Price/Business proposal should include proposed labor categories and estimated total amounts, and other direct costs (ODCs). There is no page limit for the Price/Business proposal.

The Offeror may propose different labor hours and labor categories than those reflected Section F.5. The Offeror shall provide a separate "Pricing Notes" page for any written explanation of the prices.

COVER LETTER: The proposal shall include a cover letter signed by an individual authorized to commit the company to the proposal. The cover letter shall identify all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits a proposal in response to the solicitation and amendment(s).

Names and telephone numbers of persons authorized to conduct negotiations, as well as the name of the official authorized to bind the Offeror's organization shall be clearly identified.

NOTE: Offerors are cautioned that failure to provide all of the required information may make the proposal non-responsive and may result in elimination of the Offerors from further consideration for award.

L.4 NEGOTIATIONS/DISCUSSIONS

The Government reserves the right to award without negotiations/discussions. Therefore, Offerors are encouraged to submit sound technical proposals supported by competitive pricing.

Offerors are cautioned that failure to provide all the required information may make the offer non-responsive and may result in elimination of the Offeror from further consideration for award.

L.5 EXCLUSION OF PROPOSALS AND COMMUNICATIONS

- (a) At any time prior to award, including upon receipt of proposals, the Government may exclude a proposal from further consideration for reasons such as (but not limited to): non-compliance with instructions related to this solicitation; the proposal is not among the most highly rated; or the proposal is not likely to be selected for award. The Government need not notify a Proposal that its proposal has been excluded from further consideration nor need it provide the Proposal with a pre-award debriefing. However, the Offeror will be provided post-award notification and if requested, a brief explanation of the basis for the award decision.
- (b) After receipt of proposals, the Government will conduct an evaluation. The Government intends to evaluate proposals and issue a task order without communications with Offerors. However, during the evaluation process, the Government may, solely at its discretion, communicate with an Offeror for any purpose, such as to gain a better understanding of the proposal. As a result of such communication, the Government may allow the Offeror to submit proposal revisions. If proposal revisions are allowed, the Government may, solely at its discretion, impose non-common due dates for the revisions. In other words, the Government may elect to have a proposal revision date for an Offeror that is different than the proposal revision date for another Offeror(s). The Government need not conduct communications with all Offerors. Rather, the Government may, at its discretion, conduct communications with one or only some Offerors. Furthermore, the Government need not permit all Offerors to submit proposal revisions. Rather, the Government may, at its discretion, seek proposal revisions from only one or only some Offerors.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF AWARD

The Government intends to award a single task order on a best value basis to the Offeror that is determined to be the most advantageous to the Government, price and other factors considered. Offerors are cautioned that an award may not necessarily be made to the lowest price proposal. However, if non-price factors are evaluated as comparatively equal between two or more Offerors, price may become a determinative factor. The Government reserves the right to award without discussion; therefore it is incumbent upon all Offerors to submit their best proposal.

M.2 EVALUATION FACTORS AND SUBFACTORS

All proposals will be evaluated based on the evaluation factors listed below. Award will be made to the BPA Holder whose offer is the most advantageous to the Government and provides the best value.

The following evaluation factors and sub factors are listed in order of descending importance, (1) Technical Capability; (2) Past Performance; (3) and Price. When combined, non-price factors are more important than price.

(i) Evaluation Factor 1: Technical Capability

Sub-Factor 1: Professional Qualifications and Experience of Personnel

Offerors shall identify personnel who will be responsible for developing, designing and implementing the tasks in the Statement of Work and demonstrate personnel's suitability for carrying out specific tasks required under the SOW in accordance with C.7 "Resources Required." The Offerors shall demonstrate the availability of such resources (i.e. current workload, etc)

Sub-Factor 2: Specialized Experience and Technical Competence

Offerors shall demonstrate their firm's experience in developing countries and technical competence required to accomplish the tasks in the SOW.

Sub-Factor 3: Capacity to Mobilize Required Personnel

Offerors shall demonstrate their capacity to mobilize and accomplish the tasks.

(ii) Evaluation Factor 2: Past Performance

Offerors shall be evaluated on their performance under existing and prior contracts for similar services during the past three (3) years. The Government will focus on information that demonstrates quality performance relative to the size and complexity of the requirement under consideration. A rating will be developed that will reflect the Government's degree of confidence that the Offeror will perform the required services, at the level needed, under this project.

The Government reserves the right to consider information from any other sources when evaluating the Offeror's past performance.

M.3 PRICE/COST

The Government will examine price proposals for reasonableness and completeness to include the base period and Option Year 1.

M.4 EVALUATION METHODOLOGY

The Government will perform a comparative analysis of proposals and will assess the advantages and disadvantages of each proposal as related to the Evaluation Factors above.

ATTACHMENT TO MCC 52.232-73 TRAVEL REIMBURSEMENT - MEDICAL ACCOMMODATION PROCEDURES

Medical accommodation – MCC has engaged the services of the U.S. Department of State’s Office of Medical Services (MED/DP) for adjudication on requests for medical accommodations due to disability. MCC will facilitate this process but will not adjudicate disputes or appeals in connection with these requests. If the Department of State’s policies for reviewing these requests changes, MCC will be responsible for notifying contractors of the change but will not be responsible for providing an alternative for medical accommodation requests.

Detailed Procedures - Travelers requesting medical accommodations based upon disability must complete the steps below.

Traveler completes Form DS4086. When complete the traveler selects the “Submit” button, which will create and attach the document to an e-mail addressed to MED/DP at meddp@state.gov with a copy to the MCC Travel Office at mccmedical@mcc.gov.

Traveler then downloads and provides their physician with Form DS4086A which the physician completes and signs. Once signed, the traveler OR their physician e-mails a scanned .pdf attachment to MED/DP at meddp@state.gov. Alternatively it can be faxed Attn: Domestic Programs 202-663-3673.

MED/DP makes a medical determination based on the information provided by the traveler and the traveler’s physician on the DS 4086A. MED/DP will e-mail the traveler with its decision. If approved, MED/DP will attach a scanned, signed DS-4086. The traveler must e-mail the signed DS-4086 to the travel office at mccmedical@mcc.gov. The DS-4086A, is a State Department document only and should NOT be sent to mccmedical@mcc.gov.

MCC will not approve any business class accommodations beyond normal MCC guidelines unless the traveler has completed the medical accommodation paperwork and received a positive response from MED/DP.

Please note that the process can take several weeks and will depend on how quickly the traveler’s physician faxes the completed DS4068A to MED/DP.



U.S. Department of State

SPECIAL SEATING REQUEST FORM FOR BUSINESS CLASS AIR TRAVEL

For Employee's Special Needs (See 14 FAM 567.2-4)

Employee Name _____
Last First Middle
Organization Millennium Challenge Corporation _____

Name of Attendants if Required:

Name _____
Last First Middle
Name _____
Last First Middle
Name _____
Last First Middle

Approved By: (Check if M/MED or Identify POST)

☐ M/MED ☐ POST _____
(Print Name)

Signature of M/MED or RMO/FSNP

Print Name of Approving Official

Date signed (mm-dd-yyyy) _____

Expiration date (mm-dd-yyyy) _____

AUTHORITY WILL EXPIRE AS INDICATED ABOVE BY THE COMPETENT MEDICAL AUTHORITY.

Submit



BUSINESS CLASS UPGRADE - MEDICAL QUESTIONNAIRE

For the traveler

(a) Release of information - Please sign and date the authorization printed for release of information from your physician.

"I hereby authorize my physician to provide the information requested below to the Domestic Programs, Office of Medical Services, U.S. Department of State and to provide requested information verbally and in writing regarding my medical or mental health condition(s) as it pertains to my request for a premium travel upgrade".

Traveler's Signature Date (mm-dd-yyyy)

Traveler's Name (Last, First, MI)

Home Address City State ZIP Code

Work Phone Home Phone

Primary Email Secondary Email

(b) Traveler Statement - On the next page, you may explain your specific difficulties requiring business class or a premium travel upgrade.

(c) Have your physician document the information requested and sign this form. Alternatively, the information can be provided on signed letterhead.

(d) Email this form as a scanned pdf attachment to medDP@state.gov. Alternatively, it can be faxed to attention: Domestic Programs, 202-663-1687.

Traveler Statement

DS-4086A

Page 2 of 5

Please take this form to your treating physician.

Your patient is requesting business class travel or a premium travel upgrade for a medical condition. Determinations are on the basis of a medical need, not traveler comfort. We are requesting your assistance in determining if your patient has a medical condition necessitating business class travel.

Please provide the following information:

- 1) Diagnosis and current medical condition of your patient.

- 2) Current treatment regimen for this condition including current medications.

- 3) What impact would air travel likely have on your patient if no special accommodations were made?

4) Which of the following modalities may your patient use during commercial air travel? *(Please check each one that applies.)*

- ☐ a. Frequent standing
- ☐ b. Walking and moving about the cabin
- ☐ c. Frequent in-seat stretching
- ☐ d. The use of support stockings (*thigh high or full length*)
- ☐ e. Aisle seating
- ☐ f. Exit row seating
- ☐ g. Bulkhead seating
- ☐ h. Medications

5) If your patient utilized the above modalities, how would your patient likely be affected by air travel? What, if any, adverse effects would your patient be likely to have as a result of air travel while using the above modalities?

6) If the modalities noted in number 4 were available to your patient, please specify what, if any, additional accommodation/modalities you recommend for air travel? What, if any, adverse effect is your patient likely to have as a result of air travel using the additional modalities you recommend?

7) Do you recommend business class travel for your patient? If so, why and what is accomplished by business class travel that is not accomplished by the modalities noted in number 4?

8) Does duration of travel affect your patient's medical condition with or without the accommodation? If so, is there any length or type of travel that you recommend that your patient not undertake because it would adversely affect his/her medical condition?

9) What is the patient's prognosis? How long is the current medical condition expected to last?

10) Please provide any additional information supporting your recommendation. *(Please forward copies of reports, x-ray results and laboratory tests.)*

11) Please sign and date this form as follows:

Physician's Signature

Date (mm-dd-yyyy)

Physician's Printed or Typed Name and Degree

Phone

Address

City

State

ZIP Code

To the Doctor: The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law we are asking that you NOT provide any genetic information when responding to this request for medical information.

'Genetic information' as defined by GINA, includes an individual's family medical history, the results of an individual's family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.